

EXHIBIT 2

UNITED STATES DISTRICT COURT

for the

Southern District of New York

JONATHAN ALTER, et al.,

Plaintiff

v.

OpenAI, Inc. et al.

Defendant

Civil Action No. 1:23-cv-08292; 1:23-cv-10211

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Hachette Book Group

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See Attachment A

Place: Susman Godfrey LLP, One Manhattan West, New York, NY 10001	Date and Time: 06/23/2024 5:00 pm
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☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 05/24/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/Reetu Sinha

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Fiction and Non-Fiction Plaintiffs and the Proposed Class, who issues or requests this subpoena, are:

Reetu Sinha and Alejandra Salinas, Susman Godfrey LLP, 1000 Louisiana St, Houston, TX 77002

Notice to the person who issues or requests this subpoena

A notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:23-cv-08292; 1:23-cv-10211

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* _____
 on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
 tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
 \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

AUTHORS GUILD, *et al.*, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

OPENAI INC., *et al.*,

Defendants.

JONATHAN ALTER, *et al.*, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

OPENAI, INC., *et al.*,

Defendants.

ECF CASE

No. 1:23-cv-08292-SHS

No. 1:23-cv-10211-SHS

**Plaintiffs' Subpoena to
Hachette Book Group**

ATTACHMENT A TO DOCUMENT SUBPOENA TO HACHETTE BOOK GROUP

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs in the above-captioned civil action command **You** to produce the materials described below, on or before June 23, 2024, at the location shown on the attached subpoena. Plaintiffs are also amenable to an electronic production.

DEFINITIONS

1. “**Action**” means the above captioned litigations, *Authors Guild, et. al., v. OpenAI, et. al.*, No. 1:23-cv-08292-SHS (S.D.N.Y.) and *Jonathan Adler, et al., v. Open AI Inc. et al.*, No. 1:23-cv-10211-SHS (S.D.N.Y.).
2. “**BISAC code**” means the nine-digit alphanumeric code detailing a book’s category and subcategory.
3. “**You**” and “**Your**” means Hachette Book Group, Grand Central Publishing, Warner Books, Hodder and Stoughton, Vision, Public Affairs Press, Black Bay Books, Orion Books, and any of their directors, officers, employees, partners, members, representatives, agents (**Including** attorneys, accountants, consultants, investment advisors or bankers), and any other person acting or purporting to act on their behalf, as well as corporate parents, subsidiaries, affiliates, predecessor entities, successor entities, divisions, departments, groups, acquired entities, related entities, or any other entity acting or purporting to act on their behalf.
4. “**OpenAI**” means OpenAI, Inc., OpenAI GP, LLC, OpenAI, LLC, OpenAI OPCO LLC, OpenAI Global LLC, OAI Corporation, LLC, OpenAI Holdings, LLC, and any of their directors, officers, employees, partners, members, representatives, agents (**Including** attorneys, accountants, consultants, investment advisors or bankers), and any other person acting or purporting to act on their behalf, as well as corporate parents, subsidiaries, affiliates, predecessor entities, successor entities, divisions, departments, groups, acquired entities, related entities, or any other entity acting or purporting to act on their behalf.
5. “**Microsoft**” means Microsoft Corporation, any of their directors, officers, employees, partners, members, representatives, agents (**Including** attorneys, accountants, consultants, investment advisors or bankers), and any other person acting or purporting to act on their behalf, as well as corporate parents, subsidiaries, affiliates, predecessor entities, successor

entities, divisions, departments, groups, acquired entities, related entities, or any other entity acting or purporting to act on their behalf.

6. “**Defendants**” means the defendants in this **Action**, **OpenAI** and **Microsoft**, as defined above.

7. “**Communication**” means the conveyance (in the form of facts, ideas, thoughts, opinions, data, inquiries or otherwise) of information and **Includes** correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages, voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, mail, email, exchanges of recorded information, and postings of any type. **Communications Includes** instances where one party disseminates information that the other party receives but does not respond to.

8. “**Concern**” or “**Concerning**” means to be the subject of, make reference to, comment on, discuss, describe, identify, or contain text or images about the stated topic.

9. “**Documents**” means all materials within the full scope of Federal Rule of Civil Procedure 34 **Including** all writings and recordings, **Including** the originals, drafts and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (**Including** email and attachments, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, receipts, returns, summaries, pamphlets, books, interoffice and intra-office communications, instant messages, chats, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (**Including** photographs, charts, microfiche, microfilm, videotape, recordings, motion

pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical, or electric records or representations of any kind (**Including** computer files and programs, tapes, cassettes, discs, and recordings), **Including** metadata.

10. “**Including**” means including but not limited to.

11. “**Large Language Model**” or “**LLM**” means deep learning algorithm that can perform a variety of natural language processes, trained on large datasets, including, but not limited to, ChatGPT, GPT-3.5, and GPT-4.

12. “**Relate to**” or “**Relating**” means concerning, referring to, describing, evidencing or constituting, in whole or in part.

INSTRUCTIONS

1. Please produce each **Document** requested herein in its entirety and without deletion or excisions, regardless of whether **You** consider the entire document to be relevant or responsive.

2. If any **Document** is known to have existed but no longer exists, has been destroyed, or is otherwise unavailable, please identify the **Document**, the reason for its loss, destruction, or unavailability, the name of each person known or reasonably believed by **You** to have had possession, custody, or control of the original and any copy thereof (if applicable), and a description of the disposition of each copy of the **Document**.

3. If no **Documents** responsive to a particular request exist, please state that no responsive **Documents** exist.

4. Construe the conjunctions “and” and “or” non-restrictively or nonexclusively if doing so would bring within the scope of these Requests **Documents** that might otherwise be construed to be outside of their scope.

5. Construe the use of the singular to include the plural; the use of the masculine,

feminine, or neuter gender to include the others; and the use of one form of the verb to include the others if doing so would bring within the scope of these Requests **Documents** that might otherwise be construed to be outside of their scope.

DOCUMENT REQUESTS

Request No 1: Text-searchable copies of the final, as-published version of the work for each work detailed in Exhibit 1, in PDF format.

Request No 2: All **Documents** and **Communications** between **You** and **Defendants** made after January 1, 2019.

Request No 3: All **Documents** and **Communications** between **You** and any person or entity, including, but not limited to **Defendants**, related to licensing for **Large Language Models**, including, but not limited to, Generative AI licenses and licenses for text and data mining.

Request No 4: **Documents** sufficient to demonstrate the **BISAC code** for each work detailed in Exhibit 1.

Dated: May 24, 2024

/s/ Rohit Nath

Justin A. Nelson (*pro hac vice*)
Alejandra C. Salinas (*pro hac vice*)
SUSMAN GODFREY L.L.P.
1000 Louisiana Street, Suite 5100

Houston, TX 77002
Tel.: 713-651-9366
jnelson@susmangodfrey.com
asalinas@susmangodfrey.com

Rohit D. Nath (*pro hac vice*)
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Tel.: 310-789-3100
rnath@susmangodfrey.com

Charlotte Lepic
J. Craig Smyser
SUSMAN GODFREY L.L.P.
One Manhattan
New York, New York 10001
Tel.: 212-336-8330
clepic@susmangodfrey.com
csmyser@susmangodfrey.com

/s/ Rachel Geman

Rachel Geman
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Tel.: 212-355-9500
rgeman@lchb.com

Reilly T. Stoler (*pro hac vice*)
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Tel.: 415-956-1000
rstoler@lchb.com

Wesley Dozier (*pro hac vice*)
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
222 2nd Avenue, Suite 1640
Nashville, TN 37201
Tel.: 615-313-9000
wdozier@lchb.com

/s/ Scott J. Sholder

Scott J. Sholder

CeCe M. Cole

COWAN DEBAETS ABRAHAMS

& SHEPPARD LLP

41 Madison Avenue, 38th Floor

New York, New York 10010

Tel.: 212-974-7474

ssholder@cdas.com

ccole@cdas.com

***Attorney for Plaintiffs and the Proposed Fiction
and Nonfiction Author Classes***

EXHIBIT 1

Exhibit 1

Imprint		Author	Work	ISBN
Black Bay Books		Connelly, Michael	The Blue Religion: An Introduction	9780316012652
Grand Publishing	Central	Baldacci, David	A Gambling Man	9781538719688
Grand Publishing	Central	Baldacci, David	A Minute to Midnight	9781538761632
Grand Publishing	Central	Baldacci, David	Daylight	9781538761656
Grand Publishing	Central	Baldacci, David	Deliver Us from Evil	9781538737811
Grand Publishing	Central	Baldacci, David	Divine Justice	9780446544887
Grand Publishing	Central	Baldacci, David	End Game	9781455586615
Grand Publishing	Central	Baldacci, David	First Family	9780446539746
Grand Publishing	Central	Baldacci, David	Hell's Corner	9780446571418
Grand Publishing	Central	Baldacci, David	Hour Game: a Novel	9781538709580
Grand Publishing	Central	Baldacci, David	Long Road to Mercy	9781538761533
Grand Publishing	Central	Baldacci, David	Memory Man	9781455559817
Grand Publishing	Central	Baldacci, David	No Man's Land	9781455586530
Grand Publishing	Central	Baldacci, David	No Time Ledt	9781455504398
Grand Publishing	Central	Baldacci, David	One Good Deed	9781538750568
Grand Publishing	Central	Baldacci, David	One Summer	9780446583169
Grand Publishing	Central	Baldacci, David	Redemption	9781538761458
Grand Publishing	Central	Baldacci, David	Saving Faith	9781538701133
Grand Publishing	Central	Baldacci, David	Simple Genius	9780446618731
Grand Publishing	Central	Baldacci, David	Split Second	9781538720042

Grand Publishing	Central	Baldacci, David	Stone Cold	9780446615648
Grand Publishing	Central	Baldacci, David	The Christmas Train	9781455532940
Grand Publishing	Central	Baldacci, David	The Collectors	9780446615631
Grand Publishing	Central	Baldacci, David	The Fallen	9781538761380
Grand Publishing	Central	Baldacci, David	The Fix	9781455586547
Grand Publishing	Central	Baldacci, David	The Guilty	9781455586400
Grand Publishing	Central	Baldacci, David	The Last Mile	9781455586462
Grand Publishing	Central	Baldacci, David	The Simple Truth	9781538711903
Grand Publishing	Central	Baldacci, David	The Sixth Man	9780446573092
Grand Publishing	Central	Baldacci, David	The Target	9781455521180
Grand Publishing	Central	Baldacci, David	The Whole Truth	9781538701140
Grand Publishing	Central	Baldacci, David	True Blue	9780446561976
Grand Publishing	Central	Baldacci, David	Walk the Wire	9781538761472
Grand Publishing	Central	Baldacci, David	Zero Day	9780446573023
Grand Publishing	Central	Connelly, Michael	City of Bones: a novel	9781455550685
Grand Publishing	Central	Connelly, Michael	Lost Light	9781455550692
Grand Publishing	Central	Connelly, Michael	The Closers	9781455550715
Grand Publishing	Central	Connelly, Michael	The Concrete Blonde	9781455550630
Grand Publishing	Central	Connelly, Michael	The Narrows	9781455550708
Grand Publishing	Central	Connelly, Michael	The Poet	9781478948315
Grand Publishing	Central	Connelly, Michael	The Poet	9781478948315
Grand Publishing	Central	Connelly, Michael	The Scarecrow	9781478948285
Grand Publishing	Central	Connelly, Michael	The Wrong Side of Goodbye	9781455524204

Grand Publishing	Central	Eberhart, Mignon G.	Alpine condo crossfire	9780394537665
Grand Publishing	Central	Eberhart, Mignon G.	Three Days for Emeralds	9780446352475
Grand Publishing	Central	Turow, Scott	Identical	9781455527205
Grand Publishing	Central	Turow, Scott	Innocent	9780446562423
Grand Publishing	Central	Turow, Scott	Ordinary Heroes	9780446697422
Grand Publishing	Central	Turow, Scott	Personal Injuries	9780446584142
Grand Publishing	Central	Turow, Scott	Pleading Guilty	9780446584159
Grand Publishing	Central	Turow, Scott	Presumed Innocent	9781478948445
Grand Publishing	Central	Turow, Scott	Reversible Errors	9780446584166
Grand Publishing	Central	Turow, Scott	Testimony	9781455553549
Grand Publishing	Central	Turow, Scott	The Burden of Proof	9780446584173
Grand Publishing	Central	Turow, Scott	The Last Trial	9781538748138
Grand Publishing	Central	Turow, Scott	The Last Trial	9781538748138
Grand Publishing	Central	Turow, Scott	The Law of Our Fathers	9780374184230
Hachette		Baldacci, David	Bullseye: An Original Will Robie / Camel Club Short Story	9781455557288
Hodder & Stoughton		James, Eloisa	An Affair Before Christmas	9780061245541
Hodder & Stoughton		James, Eloisa	When the Duke Returns	9780061245602
Hodder and Stoughton		Winchester, Simon	Outposts	9780060598617
Orion Books		Connelly, Michael	A darkness more than night: a novel	9781455550678
Orion Books		Connelly, Michael	The Last Coyote	9781455550647
Public Affairs Press		Okrent, Daniel	Public Editor #1	9781586484002
Vision		Connelly, Michael	The Black Ice	9781455550623
Warner Books		Baldacci, David	Absolute power	9780446603584
Warner Books		Baldacci, David	The Winner	9781538711798
Warner Books		Baldacci, David	Total Control	9781538711804

Warner Books	Baldacci, David	Wish You Well	9780446699488
Warner Books	Baldacci, David	Wish You Well	9780446699488
Warner Books	Connelly, Michael	Blood work	9781478948322
Warner Books	Connelly, Michael	Chasing the dime	9780446611626
Warner Books	Connelly, Michael	Chasing the Dime: a novel	9780446611626